BILL NO. S-80-12- 48

SPECIAL ORDINANCE NO. S- 22-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 313-80 between the City of Fort Wayne, Indiana and Earth Construction and Equipping, Inc. Contractor for installation of sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Earth Construction and Equipping, Inc. Contractor for:

> construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is alos intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed. Said sewer shall be eight inches, ten inches and twelve inches in diameter, (St. Joe Area)

under Board of Public Works Sewer Improvement Resolution No. 313-80, at a total cost of $526,350.80, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 12-23-80

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	Y				
EISBART	Y				
GiaQUINTA	X				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 1-13-81

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-22-81

on the 13th day of January, 19 81.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:00 o'clock A M.,E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 19 81, at the hour of 11 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-48

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 313-80 between the City of Fort Wayne, Indiana and Earth Construction and Equipping, Inc. Contractor for installation of sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

70-78-2 CF/1 (f)-12/16/80

CONTRACT NO. 313-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between EARTH CONSTRUCTION, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

LATERAL #1:

Commencing at an existing manhole located near the southwest corner of Limberlost Acres Addition, Section B, as recorded in Plat Book 25, page 98; thence northeasterly 185± LF to a proposed manhole located 20± LF north of and 15± LF west of the intersection of the extended centerlines of Indianola Drive and Nottawa Trail; thence, easterly 600± LF to a proposed manhole located 20± LF north of and 200± LF east of the intersection of Indianola Drive and Jamaica Drive; thence, northerly 1200± LF to a proposed manhole located 15± LF north of and 200± LF east of the intersection of Rome Drive and Jamaica Drive; thence, easterly 220± LF to a proposed manhole located 15± LF north of and 20± LF east of the intersection of Rome Drive and East Limberlost Trail; thence, northerly 545± LF to a proposed manhole located 15± LF north of and 15± LF east of the intersection of East Limberlost Trail and Dupont Road; thence, easterly 535± LF to a proposed manhole located 15± LF north of and 550± LF east of the intersection of East Limberlost Trail and Dupont Road; thence, northerly 1550± LF to a proposed manhole located 315± L.F. west of and 25± LF south of the intersection of the extended centerlines of East Rosewood Circle and West Rosewood Circle; thence, northwesterly 835± LF following along the West Rosewood Circle right-of-way to a proposed manhole located 20± LF north of and 15± LF east of the intersection of Marcella Drive and Gongwer Drive; thence, northerly 1400± LF terminating at a proposed manhole located 140± LF south of and 20± LF east of the intersection of Gongwer Drive and Badiac Road.

LATERAL #2:

Commencing at a proposed manhole located 20± LF north of and 15± LF west of the intersection of the extended centerlines of Indianola Drive and Nottawa Trail; thence, northerly 1615± LF terminating at a proposed manhole located 130± LF south of and 20± LF west of the intersection of Nottawa Trail and Dupont Road.

LATERAL #3:

Commencing at a proposed manhole located 25± LF north of and 200± LF east of the intersection of the extended centerlines of Indianola Drive and Nottawa Trail; thence, northerly 1230± LF terminating at a proposed manhole located 20± LF north of and 200± LF east of the intersection of Rome Drive and Nottawa Trail.

LATERAL #4:

Commencing at a proposed manhole located 20± LF north of and 200± LF east of the intersection of Indianola Drive and Jamaica Drive; thence, easterly 200± LF to a proposed manhole located 5± LF north of and 10± LF west of the intersection of the extended centerlines of Indianola Drive and East Limberlost Trail; thence, northerly 655± LF terminating at a proposed manhole located 40± LF south of and 25± LF east of the intersection of Paradise Drive and East Limberlost Trail.

LATERAL #5:

Commencing at a proposed manhole located 15± LF north of and 20± LF east of the intersection of Rome Drive and East Limberlost Trail; thence, southerly 450± LF terminating at a proposed cleanout located 95± LF north of and 15± LF east of the intersection of East Limberlost Trail and Paradise Drive.

LATERAL #6:

Commencing at a proposed manhole located 25± LF south of and 315± LF west of the intersection of the extended centerlines of West Rosewood Circle and East Rosewood Circle; thence, meandering northeasterly along the East Rosewood Circle right-of-way 1265± LF terminating at a proposed manhole located 300± LF north of and 10± LF east of the intersection of East Rosewood Circle and Mardago Parkway.

LATERAL #7:

Commencing at a proposed manhole located 30± LF north of and 80± LF west of the intersection of Mardago Parkway and Larry Lane; thence, easterly 355± LF to a proposed manhole located 30± LF north of and 250± LF west of the intersection of Mardago Parkway and Coldwater Road; thence, northerly 445± LF terminating at a proposed manhole located 120± LF south of and 250± LF west of the intersection of Marcelle Drive and Coldwater Road.

LATERAL #8:

Commencing at a proposed manhole located 30± LF north of and 20± LF west of the intersection of Mardago Parkway and Larry Lane; thence, southerly 400± LF terminating at a proposed manhole located 370± LF south of and 20± LF west of the intersection of Mardago Parkway and Larry Lane.

LATERAL #9:

Commencing at a proposed manhole located 30± LF north of and 250± LF west of the intersection of Mardago Parkway and Coldwater Road; thence, generally southerly 400± LF terminating at a proposed manhole located 370± LF south of and 275± LF west of the intersection of Mardago Parkway and Coldwater Road.

LATERAL #10:

Commencing at a proposed manhole located 20± LF north of and 15± LF east of the intersection of Marcelle Drive and Gongwer Drive; thence, westerly 410± LF terminating at a proposed manhole located 20± LF north of and 395± LF west of the intersection of Marcelle Drive and Gongwer Drive.

LATERAL #11:

Commencing at a proposed manhole located 20± LF north of and 15± LF east of the intersection of Marcelle Drive and Gongwer Drive; thence, easterly 555± LF to a proposed manhole located 20± LF north of and 140± LF east of the intersection of Marcelle Drive and East Rosewood Circle; thence, northerly 230± LF terminating at a proposed manhole located 250± LF north of and 250± LF west of the intersection of Marcelle Drive and Coldwater Road.

Said sewer shall be 8", 10" & 12" in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11038, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $526,350.80. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Sewer Pipe	Sixteen dollars and 80/100	16.80
10" Sewer Pipe	Twenty dollars and 15/100	20.15
12" Sewer Pipe	Twenty-two dollars and 65/100	22.65
Std. Manhole Type I-A	One thousand one hundred ninety dollars and no/100	1,190.00
Std. Manholes Type VI-A	One thousand nine hundred fifty-five dollars and no/100	1,955.00
6" "T" or "WYE" Tapping Unit w/Cap & Plug	Twenty-two dollars and 95/100	22.95
6" Building Sewer Pipe	Fifteen dollars and 50/100	15.50
Special Backfill	Three dollars and 40/100	3.40
#53 or #73 Special Backfill	Ten dollars and 15/100	10.15
4" Asphalt (Driveways)	Eleven dollars and 50/100	11.50
6" Concrete (Driveways)	Ten dollars and 60/100	10.60
6" Stone Surface (Driveways)	Two dollars and no/100	2.00
2" Asphaltic Surface (Streets)	Three dollars and 50/100	3.50
Double Chip and Seal	One dollar and 80/100	1.80
Seeding + 2" Mulch	No dollars and 60/100	0.60
Broadcast Seeding	No dollars and 35/100	0.35
4"-12" Tile Replacement	Nine dollars and 70/100	9.70
Exploratory Excavation	Fifty dollars and no/100	50.00
Culvert Pipe 8"-15" CMP. (Incl. Headwalls)	Fifteen dollars and 70/100	15.70
Dewatering	No dollars and 50/100	0.50
Gas Line Replacement & Relocation	Ten dollars and no/100	10.00
6" "T" or "WYE" (City Fort Wayne Tap Permits)	Forty-five dollars and no/100	45.00
Base Stabilization	Four dollars and no/100	4.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 313-80
B. Instructions to Bidders for Contract No. 313-80
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11038
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Jack Braun
Jack Braun, President

BY: Ben F. Fletcher
Ben F. Fletcher, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on the ____ day of _____, 19__.

Contract No. 313-80

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That EARTH CONSTRUCTION & ENGINEERING, INC.

as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the State of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto Board of Public Works of the City of Fort Wayne, Indiana

One Main Street, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Obligee, for the use and benefit of claimants as hereinbelow defined, in the amount

of Five Hundred Twenty Six Thousand Three Hundred Fifty & no/100 Dollars ($ 526,350.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 20, 1980 entered into a

contract with Obligee for St. Joseph Area Sewer Improvement Project - Resolution 313-80

Mandego-Mardego-Limberlost Sanitary Sewer

which contract is by reference made a part hereof, and is hereafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Obligee, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Obligee shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant shall have given written notice to any two of the following: The Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said contract.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 16th day of Dec. 19 80

EARTH CONSTRUCTION & ENGINEERING, INC.

By: [signature] (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By [signature]
Gerald C. Kramer, Jr. *Attorney-in-Fact*

Form 9—1056
6-67

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That EARTH CONSTRUCTION & ENGINEERING, INC.

as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works of the City of Fort Wayne, Indiana

One Main Street, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Obligee, in the amount of Five Hundred Twenty Six Thousand Three Hundred Fifty and no/100 . . . . . Dollars ($ 526,350.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 20, 1980 entered into a contract with Obligee for St. Joseph Area Sewer Improvement Project - Resolution 313-80

Mandego-Mardego-Limberlost Sanitary Sewer

, which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee having performed Obligee's obligations thereunder:

(1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;

(2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;

(3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 16th day of Dec. 19 80

EARTH CONSTRUCTION & ENGINEERING, INC.

By: Jack Braun (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By Gerald C. Kramer, Jr.
Gerald C. Kramer, Jr. *Attorney-in-Fact*

Form 9—1055
6 67

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint GERALD C. KRAMER, BERNARD M. NIEZER, LOUIS H. ANDREWS, CURTIS C. HILL, GERALD C. KRAMER, JR., FRED L. TAGTMEYER, AND WALTER E. MANSKE

(Jointly or Severally)

of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO MILLION AND NO/100 ($2,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 25th day of July A. D. 19 78

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Thomas M. Ober
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 25th day of July, A. D., 19 78, before me personally came William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said William M. Evans further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1981
My Commission Expires

Linda J. Cannon
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 16th day of Dec., A. D., 19 80

(SEAL)

Thomas M. Ober
Assistant Secretary

Form 9-1459 (12-72)

TITLE OF ORDINANCE ~~St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06~~ Res. 313-80
MARDEGO - MANDEGO - LIMBERLOST

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE A Contract for the construction of a main sewer, which from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving sewage from collateral drains already constructed or which hereafter may be constructed.

All according to WPC Engineering Department Drawing No. SY-11033, and do everything required by the Contract and the documents. The improvements cover the construction in the St. Joe drainage basin which will improve the wtter quality of the City's raw water supply Said Sewer Shall be Eight Inches, Ten Inches and Twelve Inches in Diameter.

S-80-12-48

EFFECT OF PASSAGE Earth Construction will be the Contractor for the Res. 313-80 ~~MARDEGO - MANDEGO - LIMBERLOST~~ which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: $526,350.80 Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities

sa